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SANRIO COMPANY, LTD. and SANRIO, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SANRIO COMPANY, LTD., a Japanese
corporation and SANRIO, INC., a California
corporation,

Plaintiffs,

vs.

J.I.K. Accessories, Inc., Accessitive
Accessories, Inc., B.B. Apparels Inc., Amuseco
Accessories, Inc., Nana Accessory, Inc., Seanna
Corporation, Heiress Enterprises, Inc., Pinkland
Corporation, Inc., Bliss, Final Choice, Joon Sik
Bae, Yong Woo Kim, Any Bae, Jason Bae,
Brian Ban, Ryan Bae, Ho Yong Na, Sang Wha
Kim, Aeran Bae a/k/a Chris Bae, Jenny J. Lee,
Sukmin Bae, John Bae, Lisa Bae, Grace Kim,
Ken Chung, Yeun Sik Cha, Debbie Kim, DOES
1-10,

Defendants

Civil Action No. C 09-00440 MHP

STIPULATED FACTS AND
CONCLUSIONS OF LAW IN SUPPORT
OF [PROPOSED]
FINAL JUDGMENT ON CONSENT:
DEBBIE KIM

WHEREAS, on January 30, 2009, Sanrio Company, Ltd. and Sanrio, Inc. ("Plaintiffs")
initiated the instant action against the named defendants as set forth above, including, *inter alia*,
Debbie Kim, for trademark infringement in violation of 15 U.S.C. § 1114, et seq.; copyright

STIPULATED FACTS AND CONCLUSIONS OF LAW IN SUPPORT OF
[PROPOSED] JUDGMENT ON CONSENT: DEBBIE KIM

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1 infringement in violation of 17 U.S.C. § 501, et seq.; unfair competition in violation of 15 U.S.C.
2 §1125(a) et seq., as amended; unfair competition under the law of the State of California, Cal.
3 Bus. & Prof. Code § 17200 et seq.; and common law unfair competition.

4 WHEREAS, Defendant Debbie Kim (hereinafter, for purposes of this document,
5 "Defendant") has not filed an Answer in this proceeding;

6 WHEREAS, Plaintiffs and Defendant (the "Parties") have concluded a settlement
7 resolving Plaintiffs' claims in this civil action;

8 WHEREAS, the Parties wish to resolve this civil action through the entry of Judgment on
9 Consent;

10 WHEREAS, without admitting that they knowingly infringed Plaintiffs' rights and
11 specifically denying same, Defendant consents to the entry of Judgment on Consent;

12 WHEREAS, each Party has waived the right to appeal from the Judgment on Consent;

13 NOW THEREFORE, the Parties stipulate to the following facts and conclusions of law:

14 **STIPULATED FACTS**

15 1. Plaintiff Sanrio Co., Ltd. ("Sanrio") is a Japanese corporation and maintains its
16 principal place of business located at 1-6-1 Osaki, Shinagawa ku, Tokyo 141-8603, Japan.

17 Plaintiff Sanrio, Inc. is a California corporation and maintains its principal place of business at
18 570 Eccles Avenue, South San Francisco, California 94080.

19 2. Since 1960, Sanrio Co., Ltd. has been engaged in the business of manufacturing,
20 distributing and selling products for use by children and young adults. All of Sanrio's products
21 are marked with the SANRIO trade name and mark. Since 1976, Sanrio, Inc. has been the
22 exclusive United States distributor of the products of Sanrio Co., Ltd. and is currently the
23 exclusive United States master licensee of the rights in and to the SANRIO trademarks and
24 copyrights.

25 3. Sanrio is the creator and owner of the famous HELLO KITTY,
26 KERO KERO KEROPPI a/k/a KEROPPI, and CHARMMY KITTY characters, as well as many
27 other characters, as depicted in Exhibit 2 of the Complaint in this action. Since 1976, most of
28

1 Sanrio's merchandise marketed in the U.S. has displayed HELLO KITTY character artwork on
2 the products and product packaging. Since 1988, KEROPPI character artwork has appeared on
3 numerous Sanrio products and product packaging marketed in the U.S. Since 2004,
4 CHARMMY KITTY character artwork has appeared on numerous Sanrio products and product
5 packaging marketed in the U.S.

6 4. Sanrio owns many U.S. Certificates of Copyright Registration for artwork
7 depicting the Sanrio Characters, including the following Registration Nos.: VA 130-420, VA 1-
8 303-874 and Vau 684-322 and VA 1-342-775 (HELLO KITTY); VA 707-212 and VA 636-579
9 (KEROPPI); and VA 1-296-111 (CHARMMY KITTY) (the "Sanrio Registered Copyrights").

10 5. Sanrio owns several U.S. Trademark registrations, including U.S. Trademark
11 Registration Nos. 1,200,083 and 1,277,721 for the design trademark depicting the head of the
12 HELLO KITTY character; and 1,215,436 and 1,279,486 for the word mark HELLO KITTY, all
13 of which are incontestable (collectively, "Sanrio's Registered Trademarks").

14 6. In addition to owning the foregoing federal trademark registrations, Sanrio owns
15 all common law rights (including trademark and trade dress rights) to the HELLO KITTY
16 character name and design, and the KEROPPI and CHARMMY KITTY character designs
17 (collectively, "Sanrio's Common Law Trademarks").

18 7. Defendant Debbie Kim is an individual resident of California, who prior to
19 January 29, 2008, was actively engaged in the operation, management and/or control of the retail
20 business called Final Choice, located at 17064 Slover Ave, Ste 106, Fontana, California 92337
21 (the "Fontana Final Choice retail store").

22 8. Defendant is not authorized to manufacture, import, distribute, or sell Sanrio
23 merchandise.

24 9. During at least the year 2007, Defendant displayed and offered for sale various
25 counterfeit products depicting the HELLO KITTY character, and/or the KEROPPI and/or
26 CHARMMY KITTY characters, at the Fontana Final Choice retail store (the "Counterfeit
27 Merchandise").
28

STIPULATED CONCLUSIONS OF LAW

10. The Court has jurisdiction over the subject matter of this civil action.

11. Sanrio owns valid copyrights, trademarks and trade dress in the name and design of the Hello Kitty Character.

12. The Counterfeit Merchandise distributed and sold by Defendant contained counterfeit versions of Sanrio's Registered Copyrights, Sanrio's Registered Trademarks, and Sanrio's Common Law Trademarks.

13. The acts of Defendant constitute copyright infringement, in violation of 17 U.S.C. § 501.

14. The acts of Defendant constitute trademark and trade dress infringement, in violation of 15 U.S.C. §§ 1114, 1125(a).

15. The acts of Defendant constitute unfair competition in violation of 15 U.S.C. §1125(a) et seq., as amended, Cal. Bus. & Prof. Code § 17200 et seq.; and common law.

The Parties, either themselves or through their undersigned counsel, hereby stipulate to the above facts and conclusions and consent to the entry of Judgment on Consent pursuant to the separately filed Proposed Judgment on Consent.

IT IS SO STIPULATED.

Executed in San Francisco, CA

OWEN, WICKERSHAM & ERICKSON, P.C.
Attorneys For Plaintiffs
Sanrio Company, Ltd. and Sanrio, Inc
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Noel M. Cook (SBN 122777)
(415) 882-3200

Date:

11/25/09

By:


Noel M. Cook (SBN 122777)

Executed in IRVINE CA

DEBBIE KIM

Date:

11/10/09



STIPULATED FACTS AND CONCLUSIONS OF LAW IN SUPPORT OF
[PROPOSED] JUDGMENT ON CONSENT: DEBBIE KIM

C 09-00440 MHP

1 **IT IS SO ORDERED AND ADJUDGED.**

2
3 Dated this 2nd day of December, 2009



S:\1Clients\SANRILITIGA\70017\Consent J\Debbie Kim STIPULATED FINDINGS.

STIPULATED FACTS AND CONCLUSIONS OF LAW IN SUPPORT OF
[PROPOSED] JUDGMENT ON CONSENT: DEBBIE KIM